GADSDEN COUNTY, FL BOARD OF COUNTY COMMISSIONERS

QUINCY, FLORIDA



INVITATION TO BID

Roof Replacement at the Gadsden County Public Library Quincy, FL

BID NO. 20-09

MANAGEMENT SERVICES DEPARTMENT
Purchasing Division



GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

ADVERTISEMENT FOR BIDS

Roof Replacement at the Gadsden County Public Library BID NO. 20-09

The Gadsden County Board of County Commissioners is soliciting bid proposals from experienced and qualified contractors to replace the roof of the Quincy Public Library.

RFP No.:	20-09	Contracting Officer:	Allan Meeks
Proposal Due Date:	April 17, 2020	Pre-Bid Meeting Date:	None
Proposal Time:	10:00 AM EST	RFP Issue Date:	April 2, 2020

Sealed bid proposals must be delivered at the address below:

Management Services Department ATTN: Shelia Faircloth 5-B E. Jefferson Street Room 204 Quincy, Florida 32351

All bid proposals shall be submitted in duplicate (one original and three copies) in sealed envelopes/packages addressed to the Management Services Department and marked "BID NO. 20-09; Roof Replace at the Gadsden County Public Library". Any bid proposal received after the designated date will be returned unopened.

Bidders desiring copies of the bid document for use in preparing a bid proposal may obtain a set of such documents from the County's Website at www.gadsdengov.net or by contacting the Purchasing Division at 5-B E. Jefferson Street, Quincy, Florida 32351, Telephone (850) 875-7243.

The County reserves the right to accept or reject any and all bid proposals and to waive any technicalities or irregularities therein. The County further reserves the right to award the agreement to that bidder whose bid proposal best complies with the specifications. Bidders may withdraw their bid proposals by notifying the County in writing at any time prior to the deadline for bid proposal submittal. After the deadline, the bid proposal will constitute an irrevocable offer, for a period of sixty (60) days. Once opened, bid proposals become a record of the County and will not be returned to the bidders.

Date Issued: 4-2-2020

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GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

Senior Citizen's Center Roof Replacement at the Gadsden County Public Library BID NO. 20-09

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GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS

SECTION I – GENERAL TERMS AND CONDITIONS

1. **GENERAL INFORMATION:**

These documents constitute the complete set of specification requirements and bid forms. Bid proposal is to be filled in, signed, sealed and mailed or presented to the Purchasing Division on or before the specified date and time.

It is sole responsibility of the bidder to ensure that his/her bid proposal reaches the Purchasing Division on or before the closing date and time. The County shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, email, telegram or facsimile will not be accepted.

The bid time must be and shall be scrupulously observed. Under no circumstances will bid proposals delivered after the time specified be considered. Such bid proposals shall be returned to the vendor unopened.

All bid proposals must be typewritten or written in ink and must be signed in blue ink by an officer or employee having authority to bind the company or firm. No electronic signature shall be accepted.

Bidders shall not be allowed to modify their bid proposals after the opening date and time. Bid proposal files may be examined during normal working hours, after bid opening, by appointment only.

For information concerning this bid, please contact:

Management Services Department
Purchasing Division
5-B E. Jefferson Street
Room 204
Quincy, FL 32351
(850) 875-7243

2. INQUIRIES:

Interested bidders may contact the County's Purchasing Division questions about the bid by e-mail sfaircloth@gadsdencountyfl.gov. The Purchasing Division is located at 5-B E. Jefferson Street, Quincy, Florida 32351. All bidders are expected to carefully examine the bid documents. Any ambiguities or inconsistencies should be brought to the attention of Shelia Faircloth through written communication. The Purchasing Director will receive written requests for clarification concerning the meaning or interpretations of this bid, until ten (10) days prior to the submittal date. County personnel are authorized only to direct the attention of prospective bidders to various portions of the bid so that they may read and interpret such for themselves. No employee of the County is authorized to interpret any portion of this bid or give information as to the requirements of the bid in addition to what is contained in the written bid document.

3. <u>BID TABULATION:</u>

Bidders may request a copy of the bid tabulation in writing to sfaircloth@gadsdencountyfl.gov.

4. POSTING OF BID TABULATIONS:

Bid tabulations with recommended awards will be posted for review by interested parties at the Purchasing Division website prior to submission through the appropriate approval process and will remain posted for a period of five (5) calendar days. Failure to file a protest to the Purchasing Agent within the time prescribed shall constitute a waiver of proceedings.

5. BID FORMS:

Bidders must use the original Bid Proposal Form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bid proposals on vendor quotation forms will not be accepted. Bidders may use an attachment as an addendum to the Bid Proposal Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid proposal. Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's bid proposal and presented in the form of an addendum to the original bid documents.

6. DEVELOPMENT COSTS:

Neither the County nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bid proposals simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of the bid.

7. DELAYS:

The County may delay scheduled due dates if it is to the advantage of the County to do so. The County will notify bidders of changes in scheduled due dates by written addenda.

8. <u>LICENSES AND PERMITS:</u>

It shall be the responsibility of the successful bidder to obtain at no additional cost to the County, all licenses and permit required to complete contractual service. A copy of these licenses shall be submitted with bid proposal. A copy of these permits shall be submitted prior to commencement of work. Fees for permits from the County shall be waived for work related to this bid, however, the successful bidder must pay any applicable County Business Tax Receipt fees.

9. CERTIFICATIONS:

When applicable, bidder must hold Certificate of Competency issued by the State of Florida and a copy of certificate and license must be submitted with bid proposal and must be in the name of the bidder shown on the Bid Proposal page.

10. CONTRACT EXTENSION:

The County reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days if a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the County and as mutually agreed upon by the County and the contractor.

11. AWARDS:

As the best interest of the County may require, the right is reserved to make award(s) by individual commodities/services, all or none or any combination thereof. A bidder desiring to bid "No Charge" must so indicate, otherwise the bid proposal will be construed as incomplete and may be rejected.

12. CONTRACTUAL AGREEMENT:

The form of the agreement will be determined by the County. If a sample agreement is included in the bid, the County anticipates that the final agreement will be in substantial conformance with this sample agreement; nevertheless, bidders are advised that any



agreement that may result from the bid may deviate from the sample agreement.

It is expressly agreed that the bidder is and shall be in the performance of all work, services, and activities under the agreement independent and not an employee, agent, or servant of the County. All persons engaged in any work, service or activity performed pursuant to the purchase order shall at all times and in all places be subject to bidder's sole direction, supervision and control. Bidder shall exercise control over the means and manner in which it and its employees perform and work. In all respects bidder's relationship and the relationship of its employees to the County shall be independent and not as employees or agents of the County.

This Invitation to Bid shall be included and incorporated in the final award. The order of contractual precedence will be the agreement or price agreement document, original bid terms and conditions, purchase order, and bidder proposal. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. Any cost of expenses to enforce the agreement, including attorney's fees, incurred by the County of Gadsden shall be borne by the bidder. Any additional contract or agreement requested for consideration by bidder must be attached and enclosed as part of the bid proposal.

13. SUBCONTRACTING:

If a bidder subcontracts any portion of services provided under a resulting agreement for any reason, bidder must include, in writing, the name and address of the subcontractor and extent of work to be performed. This information shall be submitted with bid proposal response and approved by the County. The County reserves the right to reject a bid proposal, of any bidder, if the bid proposal names a subcontractor who has failed in the proper performance of an agreement or is not in position to perform properly under this award. Subcontractors shall be responsible for meeting and submitting the insurance and licensing requirements set forth in the bid documents to the bidder, or the bidder shall extend their insurance policy to cover the subcontractor and their employees. It shall be the responsibility of the bidder to ensure that insurance and licenses required by this agreement are in effect.

14. PRICE/DELIVERY:

The County requires a firm price for the agreement period. Any fees incurred will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through the entire agreement term will be grounds for agreement termination.

All prices shall be F.O.B. destination, freight prepaid (bidder) pays and bears freight charges, bidder owns goods in transit and files any claims). Pricing shall include all transportation charges, labor, and equipment used for delivery to destination and any charges necessary for the exchange of any item that fails to meet specifications.

Price quoted must be the price for new merchandise and free from defects. Any bid proposals containing modifying or "escalator" clauses will not be considered unless specifically requested in the bid specifications.

"Acceptance" as herein used means the acceptance by County of Gadsden, herein referred to as County, after the Purchasing Agent or his authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries of all items shall be made as soon as possible. In the appropriate blank on the bid proposal form, the vendor must indicate the best delivery date after receipt of order (ARO). Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the bidder, to whom the order or agreement is awarded, fail to deliver on or before his/her stated date, the County reserves the right to CANCEL the order or agreement and make the purchase elsewhere. The successful bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

15. NEWS RELEASES:

The bidder shall obtain the prior approval of the County Administrator's Office for any and all news releases and/or other publicity pertaining to this bid or the service, study or project to which it relates.

16. ADDITIONS OR DELETION OF SERVICES:

The County reserves the right to add to the services specified in this bid, or to delete any portion of the scope of services at any time.

17. QUANTITIES:

The quantity requirements, if established herein, are estimated. The County reserves the right to increase or decrease the total quantities of any item or service to meet actual needs. There shall be no quantity pricing restrictions.

18. ACCEPTANCE/REJECTION:

The County reserves the right to accept or to reject any or all bids and make the award to that bidder, who in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid proposal of any bidder who has previously failed in the proper performance of an award or to deliver on time agreements of a similar nature or who is not in a position to perform properly under this award. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

19. ALTERNATIVES/APPROVED EQUAL/DEVIATIONS:

Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be cause for disqualification of the bid. The County shall make the determination as to whether any alternate product or service is or is not equal, and such determination shall be final and binding upon all bidders.

The bidder shall be responsible for reading carefully, and understanding completely, the requirements and specifications of the items bid upon. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible. Therefore deviations must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that do not meet the County's specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time (reasonable time as determined by the County), the bidder will be required to compensate the County for difference in price incurred from going to the next low bidder.

20. <u>NO BID:</u>

Where more than one item is listed, any items not bid upon shall be indicated "NO BID." If no items are bid on, the "Statement of Non-Response" should be returned, with the envelope plainly marked "NO BID" and with the bid number. Failure to do so will be an indication that the bidder does not wish to be considered for future bids/RFPs.

21. OMISSION OF DETAILS:

Omission of any essential details from these specifications will not relieve the bidder of supplying such product(s) as specified.

22. MISTAKES:

In the event of extension error(s) the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the bidder's total will be corrected accordingly. If there is a difference between the written price and the numerical price, the written price shall prevail. Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk. Bid proposals having erasures or corrections must be initialed in ink by the bidder.



23. AVAILABILITY OF FUNDS:

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the Board.

24. PAYMENT:

The County will make payment after all commodities/services have been received/completed, accepted and properly invoiced as indicated in agreement and/or order. Invoices must bear the purchase order number. Payment shall be made within 30 days of such acceptance.

25. DISCOUNT:

Bidders may offer a discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes, unless otherwise specified in Special Conditions. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

26. ADDITIONAL SERVICES:

The County may require additional services, similar in scope to the requirements of this RFP, from time to time. Services not specifically identified in this RFP may be added by mutual agreement of the Parties and approval of the County Manager.

27. TERMINATION:

a. <u>Termination for Cause</u>

If, through any cause, the bidder shall fail to fulfill in a timely and proper manner, its obligations under the Purchase Order, or if the bidder shall violate any of the provisions of the Purchase Order, the County may upon written notice to the bidder, terminate the right of the bidder to proceed under the Purchase Order, and may hold the bidder liable for any damages caused to the County by reason of such default and termination. In the event of such termination, any completed services performed by the bidder under the agreement shall, at the option of the County, become the County's property and the bidder shall be entitled to receive equitable compensation for any work completed to the satisfaction of the County. The bidder, however, shall not thereby be relieved of liability to the County for damages sustained by the County by reason of any breach of the agreement by the bidder, and the County may withhold any payments to the bidder for the purpose of off set until such time as the amount of damages due the County from the bidder is determined. The bidder shall not be held liable for damages solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the County from terminating the agreement because of such delay.

b. Termination for Convenience

The County reserves the right, in its best interest as determined by the County, to cancel any agreement by giving the bidder a thirty (30) day written notice.

28. PERFORMANCE:

The County may return, for full credit, any item(s) received which fail to meet the County's performance standards.

29. CANCELLATION:

Orders will be subject to immediate cancellation if either product or service does not comply with specifications, as stated herein, or fails to meet the County's performance standards.

30. <u>COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:</u>

Bidder certifies that all material, equipment, etc., contained in his/her bid proposal meets all O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

31. MATERIAL SAFETY DATA SHEET:

In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany any toxic substance resulting from this bid. The MSDS must include the following information:

- (a) The identity used on the chemical product's label.
- (b) The chemical and the common name(s) of all ingredients that have been determined to be a health hazard.
- (c) Physical and chemical characteristics of the hazardous chemicals (i.e. vapor pressure, flashpoint).
- (d) The physical hazards of the hazardous chemical, including the potential for fire, explosion and reactivity.
- (e) The health hazards of the hazardous chemical, including signs and symptoms of exposure.
- f) The primary route(s) of entry.
- (g) The Occupational Safety and Health Administration (OSHA) permissible exposure limit, American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value, and any other exposure limit used or recommended.
- (h) Whether the hazardous chemical is listed on the National Toxicology Program (NTP) Annual Report on Carcinogens (latest edition) or has been found to be a potential carcinogen.
- Any general applicable precautions for safe handling and use that are known.
- (j) Any general applicable control measures that are known.
- (k) Emergency and first aid procedures.
- (I) The date of MSDS preparation or last change to it.
- (m) The name, address and telephone number of the chemical manufacturer or importer.

32. SAFETY REGULATIONS:

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.

33. CODES AND REGULATIONS:

The bidder must strictly comply with all Federal, State and local building and safety codes.

34. FEDERAL AND STATE TAX:

The County is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

The County is exempt from Federal and State Taxes for tangible personal property. The Purchasing Agent will sign an exemption certificate submitted by the successful bidder. Vendors or contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with The County, nor shall any said vendor or contractor be authorized to use the County's tax exemption number in securing such materials.

35. **LEGAL REQUIREMENTS:**

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

- (a) Bidders doing business with the County are prohibited from discriminating against any employee, applicant or client because of race, creed, color, religion, national origin, sex, age or non-disqualifying physical or mental disability, with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- (b) Identical Tie Bids/Proposals shall be awarded in accordance with the preference established in Section 287.087, Florida Statutes, to a bidder submitting the attached Drug-Free Workplace Certification form properly completed and certified. In the event that tie bids/proposals are received either from bidders who have all submitted a Drug-Free Workplace Certification or none of whom who have submitted such certification, the award will be made in accordance with County purchasing procedures pertaining to tie bids/proposals.
- (c) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid proposal on an agreement to provide any goods or services to a public entity, may not submit a bid proposal on an agreement with a public entity for the construction or repair of a public building or public work, may



not submit bid proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (Currently \$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

36. UNIFORM COMMERCIAL CODE:

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded bidder and the County for any terms and conditions not specifically stated in the Invitation to Bid.

37. INDEMNIFICATION:

Bidder agrees to protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers and hold each of them free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the County by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with bidder's performance under this agreement, bidder's acts, omissions or operations hereunder, or the performance, nonperformance or purported performances of the bidder or any breach of the items of this agreement; provided, however, the bidder shall not be responsible to the County for damages resulting out of bodily injury or to property which bidder can establish as being attributable to the sole negligence of the County, its respective agents, servants, employees or officers.

This indemnification shall include, but not be limited to, suits, actions or claims brought because of any injuries or damage sustained by any person or property on account of the bidder's operations in connection with the agreement; or on account of or in consequence of any neglect in constructing the work; or because of any act or omission by the bidder; or because of any claims or amounts recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the bidder under his agreement; as is considered necessary by the County, or in the case no monies are due, his surety shall be held until such suits, actions or claims for injuries or damages, as aforesaid, shall have been steeled and suitable evidence to the effect furnished to

The bidder acknowledges and agrees that the County would not enter into an agreement without this indemnification of the County by the awarded bidder, and that the County's entering into an agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the agreement. Nothing in the agreement shall be construed to affect in any way the County's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

38. CONE OF SILENCE:

The County complies with the Cone of Silence, which provides for a prohibition on any communication, except for written correspondence, regarding a particular request for bid, request for qualification, bid, or any other competitive solicitation between any person or person's representative seeking an award and any member of the County or employee authorized to act on behalf of the County to award an agreement. The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation and shall terminate at the time the County Commission or department authorized to act on behalf of the County Commission, awards or approves a proposal, rejects all proposals, responses, or otherwise takes action which ends the solicitation process.

All communications regarding this competitive solicitation shall be addressed in written form to Purchasing staff only. These provisions

do not apply to oral communications at any public proceeding. selection committee presentation, or negotiation meeting.

39. CONFLICT OF INTEREST:

The award is subject to provisions of State Statutes and County Ordinances. All bidders must disclose with their bid proposal the name of any officer, director or agent who is also an employee of the County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten (10) percent or more in the bidder's firm or any of its branches.

40. NON-COLLUSION:

Bidder, by submitting a bid proposal, certifies that their bid proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a bid proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in agreement cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s). Only one (1) bid proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the County that any bidder is interested in more than one (1) bid proposal for work contemplated; all bid proposals in which such a bidder is interested will be rejected.

41. CODE OF ETHICS: If any bidder violates or is a party to a violation of the code of ethics of Gadsden County or the State of Florida with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid proposal is submitted and shall be further disqualified from submitting a response on any future bids/RFPs for work, goods or services for the County of Gadsden.

42. GOVERNING LAW AND VENUE:

Any agreement resulting from this bid shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the agreement will be held in Gadsden County and the agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

43. **EEO STATEMENT:**

The County is committed to assuring equal opportunity in the award of agreements and, therefore, complies with all laws prohibiting discrimination on the basis of race, creed, color, religion, national origin, sex, age and non-disqualifying physical or mental disability.

44. SEVERABILITY:

The invalidity, illegality, or unenforceability of any provision of the agreement, or the occurrence of any event rendering any portion or provision of the agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the agreement. Any void provision shall be deemed severed from the agreement and the balance of the agreement shall be construed and enforced as if the agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire agreement from being void should a provision which is of the essence of the agreement be determined to be void.

45. PUBLIC RECORDS:

Upon award recommendation or thirty (30) days after opening, whichever occurs first, bid proposals become public records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the bid, and must identify the data

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or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

46. RECORDS/AUDITS:

The County of Gadsden is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- (a) Keep and maintain public records required by the County in order to perform the service.
- (b) Upon request from the County's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (d) Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Contractor, or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the

Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the County's Auditor. The Contractor agrees to make available to the County's Auditor, during normal business hours and in Gadsden County, all books of account, reports and records relating to this contract.

47. PUBLIC RECORDS CUSTODIAN:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Management Services Department 5-B E. Jefferson St. Quincy, FL 32351 (850) 875-7243

SECTION II – SPECIAL TERMS AND CONDITIONS

2-1. INTRODUCTION:

The County of Gadsden is requesting sealed bid proposals from experienced and qualified contractors for roof replacement at the William A. McGill Library located at 732 S Pat Thomas Pkwy, Quincy, FL 32351. Bidders shall become familiar with any and all conditions and requirements that may in any manner affect the work to be performed. No additional allowance will be made due to lack of knowledge of these conditions.

2-2. BID PROPOSAL SUBMISSION AND WITHDRAWAL:

All bid proposals shall be submitted in duplicate (one original and three copies) in sealed envelopes/packages addressed to the Management Services Department and clearly marked on the outside of the package as follows: BID NO. 20-09; Roof Replacement at the William A. McGill Library. The package shall also include the bidder's return address. Bid proposals must be received by 10:00 AM, EST, on April 17, 2020 at the following address:

MANAGEMENT SERVICES DEPARTMENT

ATTN: Shelia Faircloth 5-B E. Jefferson Street Room 204 Quincy, Florida 32351

The bidder will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium. The County assumes no responsibility for bid proposals received after the advertised opening or at any office or location other than that specified herein, whether due to mail delays or other reasons. Bid proposals may not be faxed or submitted electronically. Any bid proposal received after the established deadline <u>will not</u> be considered and will be returned unopened to the bidder. Telephone confirmation of timely receipt of the bid proposal may be made by calling (850) 875-7243, before the bid opening time.



Bidders may withdraw their bid proposals by notifying the County in writing at any time prior to the deadline for bid proposal submittal. After the deadline, the bid proposal will constitute an irrevocable offer, for a period of sixty (60) days. Once opened, bid proposals become a record of the County and will not be returned to the bidders.

Bid proposals must be completed and manually signed by the authorized representative in the space provided. If the bid proposal is made by an individual, his name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the bid proposal shall show the name of the state under the laws of which the corporation was incorporated, also the names and business addresses of its president, secretary and treasurer. The bid proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the bid proposal as agent shall file with the bid proposal, legal evidence of his authority to do so.

2-3. BIDDER'S RESPONSIBILITY:

Before submitting a Proposal, each Bidder shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Bidder from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Bidder.

2-4. ADDENDUM:

The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes, modifications or additional information may be provided by the County. It shall be the responsibility of each bidder, during and prior to bid proposal submittal to visit Gadsden County's Website at www.gadsdengov.net or contact the Purchasing Division at (850) 872-7243 to determine if addendums were issued and to obtain such addendums. Failure to do so could result in an unresponsive bid proposal. Any oral explanation given before the bid opening will not be binding.

The County may issue written addenda up to seven (7) calendar days before the date fixed for receiving the bid proposals. All addenda issued by the County will include a receipt form, which **must** be signed in ink and included with any bid proposals that are submitted to the County. No electronic signature shall be accepted. In the event multiple addenda are issued, a separate receipt for each addendum must be included with the bid proposal at the time it is submitted to the County.

2-5. COMPETENCY AND MINIMUM QUALIFICATIONS OF BIDDERS:

Bid proposals will only be considered from bidders which are regularly engaged in the business of providing services as described in this bid and who can provide evidence that they have established a satisfactory record of performance in meeting the minimum and technical qualification requirements established in the bid. The County reserves the right to inspect the bidder's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine bidder's ability to perform. The County reserves the sole right to determine if a bidder can sufficiently and efficiently provide the required services/commodities in a timely and satisfactory manner as will be required by the specifications herein.

The bidder shall submit the following information with the bid proposal. This information, along with any other data the County considers pertinent, will be used in determining if the bidder is qualified to provide the work specified.

- A. Verification of the number of continuous years the bidder has been in business under the same ownership and management. Bid proposals will only be considered from bidders in business for a minimum of five (5) continuous years under the same ownership and management providing the services specified in this bid document.
- B. A minimum of five (5) references for similar work. Preference will be given to bidders with governmental experience. Provide a list and brief description of similar contracts of similar size, with location, dates of contract service, contact name, phone number, type of services provided,



and address of proprietor(s). Bidder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being considered.

2-6. INSURANCE REQUIREMENTS:

The awarded bidder(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the bidder is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid proposal and rescission of any ensuing agreement.

The bidder shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, Comprehensive General Liability Insurance, and Business Automobile Liability Insurance with minimum coverage amounts acceptable to the County. All policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Bidder shall specifically protect the County by naming the County of Gadsden as an additional insured under the Policy or certificate.

<u>Professional Liability Insurance:</u> The limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00).

<u>Workers' Compensation Insurance</u> is to apply for all employees in compliance with the Workers' Compensation Law of the State of Florida, the state where work is performed and all applicable federal laws.

<u>Comprehensive General Liability Insurance</u> with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.
- Independent Contractors.
- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific agreement.

Personal Injury Coverage with Employee and contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

<u>Business Automobile Liability Insurance</u> with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office and must include:

- Owned vehicles.
- Hired and non-owned vehicles.
- Employers' non-ownership.

The bidder shall provide to the County prior to the effective date of the agreement a Certificate of Insurance or a copy of all insurance policies required including any subsection there under. The County reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that the County shall be given thirty (30) days' notice prior to expiration or cancellation of the policy.

Bidder hereby acknowledges and agrees that any and all risk of loss regarding the services identified hereunder shall be solely borne by bidder.

2-7. AWARD:

The bidder understands that this bid does not constitute an offer or an agreement with the bidder. The County anticipates entering into an agreement with the bidder who will be the lowest responsive and responsible



bidder(s) whose qualifications indicate the award will be to the best interest of the County and who's bid proposal(s) complies(y) with the requirements of the bid documents as determined by the County and is in the best interest of the County. Any agreement issue as a result of this bid will be for an initial term of two (2) years with options for three (3) additional one-year renewals with the mutual agreement of both parties. This could result in a five (5) year agreement. Any renewal will be subject to the appropriation of funds by the Board.

The County of Gadsden reserves the right to award on an "All-or-None" basis to one bidder or to award to two or more bidders, whenever it is in the best interest or most advantageous to the County of Gadsden.

2-8. COUNTY CONTRACT COORDINATOR:

The County Contract Coordinator for this project will be Allan Meeks, Building Facilities Manager, and the telephone number is (850) 875-7243. After an agreement has been executed, all communications and correspondence shall be directed to the County Contract Coordinator, with email copies of the correspondence to Sfaircloth@GadsdenCountyfl.gov.

2-9. VENDOR SERVICE REPRESENTATIVE:

The bidder must submit with their bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service.

2-10. METHOD OF ORDERING:

The County shall initiate each individual job by issuing Purchase Orders referencing this bid on an "as needed" basis. The vendor shall not proceed on a job prior to the receipt of the Purchase Order issued by the County of Gadsden Purchasing Division. Invoices must be submitted against each individual Purchase Order referencing the Purchase Order number.

2-11. DELIVERY/INSTALLATION:

Delivery is requested within <u>30</u> business days after receipt of Purchase Order. Business days are defined as Monday to Friday, less all federally recognized holidays. Failure to deliver items as specified within the requested time period may be grounds for agreement termination.

The F.O.B. shall be destination - within the County of Gadsden. Exact delivery point will be indicated on the Purchase Order. All pricing shall include delivery. No additional charges for delivery shall be allowed.

2-12. SPECIFICATIONS:

A purchase order will be issued to the successful bidder with the understanding that all items delivered must meet the specifications and quality set forth herein. Items delivered not as specified and of highest quality will be returned at the bidder's expense. No "seconds" or "defective" items shall be accepted.

2-13. PACKAGING AND LABELS:

Labels shall be attached to each carton and shall contain the following information: Purchase Order number, quantity contained in each package, and total number of items being delivered.

2-14. BRAND/MANUFACTURER REFERENCED:

Unless otherwise stated in these specifications, any manufacturer name, trade name, brand name, information or catalog numbers listed in this specification are for information and quality and are not intended to limit competition.

2-15. PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES:

All bidders submitting a response to this bid agree that such response also constitutes a bid to all political subdivisions of the State of Florida, under the same conditions, for the same prices and the same effective period as this bid, should the bidder feel it is in their best interest to do so. This agreement in no way restricts or interferes with the right of any political subdivision of the State of Florida to re-bid any or all items.

BID NO. 20-09; Roof Replacement at the Gadsden County Public Library



SECTION III – SCOPE OF WORK

3-1. WORK OBJECTIVE:

The roof of the William A. McGill Library is in need of replacement.

3-2. BACKGROUND:

The County of Gadsden mission is to continually improve the quality of life by providing the best and most cost efficient public services and facilities to exceed the expectations of County residents and businesses. Some of the County's core values include integrity and professionalism, fiscal responsibility, teamwork, and customer service. Our vendors are truly partners in meeting our commitments to the community, and in support of the mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork, and customer service are employed to provide goods and services to the County. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered.

3-3. SCOPE OF WORK:

- Remove one layer of existing roof
- Install Synthetic underlayment
- Install ice and water shield in valleys (when applicable)
- Install IKO Cambridge Architecture shingles
- Replace all plumbing flashing
- Install new eave metal
- Install nail over ridge vent
- Legally dump and dispose of any debris
- Clean jobsite daily
- Furnish local permits, general liability and works compensation insurance.
- Furnish lifetime limited materials warranty.

Note: List cost for any rotten or damaged decking per sq. ft. and any board decking per linear ft. this cost would be in addition to the cost of roof replacement.



BID PROPOSAL FORM



BIDDERS CERTIFICATION

The undersigned bidder certifies that this bid proposal package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this bid. Acknowledgement is hereby made of the following Addenda received since issuance of Bid Documents: Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____ Addendum No. Dated: Addendum No. Dated: The undersigned hereby certifies that he/she is an authorized representative of the Company who may legally bind the Company: *SIGNATURE: ______DATE: _____ Name: ______ Title: _____ Company Name: ____ Legal Name Address: County, State, Zip: Telephone No.: Fax No.: Federal I. D. #: *Failure to affix signature will result in disqualification of proposal. **BIDDER CHECKLIST** All bid proposals shall be submitted on the County provided bid package forms. Failure to do so may cause the bid proposal to be rejected. All blanks on the bid proposal forms must be completed. Supplemental information may be attached to the bid package forms. Bidder shall return a complete set of all bid package forms as listed below. Failure to submit the required documents may result in your bid proposal being considered non responsive. 1. Is the Minimum Qualifications of bidder's information per Special Term and Condition #5 included with the bid proposal? Yes ____ No ____ 2. Are addenda (if any issued) acknowledged? Yes ____ No ____ 3. Are all Bid Proposal pages completed? Yes ____ No ____ 4. Is the Bidders Qualification form submitted? Yes _____ No ____ 5. Is Drug Free Workplace form submitted? Yes ____ No ____ 6. Is the vendor service representative identified? Yes ____ No ____

Yes No

7. Is the information/descriptive literature included?



BIDDER QUALIFICATIONS

The bidder, as a result of this bid, MUST hold a County and/or Municipal Contractor's Business Tax Receipt in the area of their fixed business location. Each bidder MUST complete the following information and submit with their bid proposal in order for the bid proposal to be considered:

years.
Individual ()
da, give date of such
ed:

Note: Information requested herein and submitted by the bidders will be analyzed by the County of Gadsden and will be a factor considered in awarding any resulting agreement. The purpose is to ensure that the bidder, in the sole opinion of the County of Gadsden, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject agreement.



PROFESSIONAL REFERENCES

Complete the form below with at least five (5) *current and pertinent* professional references that the County can contact in relation to bidder's qualifications and experience in completing similar projects. Failure to furnish this information may be grounds for rejection of the bid proposal.

Name and Address of Firm, County, County, or Agency	Date(s):
	Status:
	Bid Number:
	Contact:
	Telephone No:
	Email:
Scope of work/ Project Description:	
Average response time for repairs:	
2. Name and Address of Firm, County, County, or Agency	Date(s):
	Status:
	Bid Number:
	Contact:
	Telephone No:
	Email:
Average response time for repairs:	
	Date(s):
Average response time for repairs: 3. Name and Address of Firm, County, County, or Agency	Date(s): Status:
	Status:
	Status: Bid Number: Contact:
	Status: Bid Number:
	Status: Bid Number: Contact: Telephone No:
3. Name and Address of Firm, County, County, or Agency Scope of work/ Project Description: Average response time for repairs:	Status: Bid Number: Contact: Telephone No: Email:
Name and Address of Firm, County, County, or Agency Scope of work/ Project Description:	Status: Bid Number: Contact: Telephone No: Email: Date(s):
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3. Name and Address of Firm, County, County, or Agency Scope of work/ Project Description: Average response time for repairs:	Status: Bid Number: Contact: Telephone No: Email: Date(s): Status: Bid Number:
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3. Name and Address of Firm, County, County, or Agency Scope of work/ Project Description: Average response time for repairs:	Status: Bid Number: Contact: Telephone No: Email: Date(s): Status: Bid Number:



Scope of	work/	Project	Descr	iption:
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Average response time for repairs:

BID NO. 20-09 Roof Replacement at the William A. McGill Library

PROFESSIONAL REFERE	ICES - CONTINUED	
5. Name and Address of Firm, County, County, or Agency	Date(s):	
or reality and reality of regulary	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	
Scope of work/ Project Description:		
Average response time for repairs:		
6. Name and Address of Firm, County, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
Scope of work/ Project Description:	Telephone No: Email:	
Scope of work/ Project Description: Average response time for repairs: 7. Name and Address of Firm, County, County, or Agency		
Average response time for repairs:	Email:	
Average response time for repairs:	Email: Date(s):	
Average response time for repairs:	Date(s): Status:	
Average response time for repairs:	Date(s): Status: Bid Number:	
Average response time for repairs: 7. Name and Address of Firm, County, County, or Agency	Date(s): Status: Bid Number: Contact:	
Average response time for repairs: 7. Name and Address of Firm, County, County, or Agency Scope of work/ Project Description:	Date(s): Status: Bid Number: Contact: Telephone No:	
Average response time for repairs: 7. Name and Address of Firm, County, County, or Agency Scope of work/ Project Description: Average response time for repairs:	Date(s): Status: Bid Number: Contact: Telephone No:	
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Average response time for repairs:		
Cignoturo		
Date:		
	Signature:Date:	



DRUG-FREE WORKPLACE CERTIFICATION

Whenever two (2) or more bid proposals, which are equal with respect to price, quality, and service, are received by the County of Gadsden for the procurement of commodities or contractual services, a bid proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendre to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by		
(Indi	ividual's Name)	
the of		
(Title/Position with Company/Vendor)	(Name of Company/Vendor)	
	r has implemented a drug-free workplace program, which Statutes, which are identified in numbers (1) through (6)	
Date	Signature	
(Finance Form 93-014)		



JOINT BIDDING, COOPERATIVE PURCHASING FORM PURCHASING AGREEMENT WITH OTHER GOVERNMENTAL AGENCIES

This Certification submitted by	,
, —	(Individual's Name)
The(Title/Position with Vendor/Co	ntractor) of, (Name of Company/Vendor)
Nofor	d proposal(s) submitted in response to the County of Gadsden Bid Project shall constitute a bid to ANY Political Subdivision of the onditions, for the same prices and the same effective period as this bid, This joint bid is submitted with the understanding that it in no way restricts Political Subdivision of the State of Florida to re-bid any or all items.
Bidder accepts this condition	
Bidder does not accept this o	condition
	Signature
	Address
	County/State/Zip
	Telephone Number

(Finance Form 93-015)



LIST OF PROPOSED SUBCONTRACTORS

The undersigned bidder hereby designates, as follows, all major subcontractors whom he/she proposes to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed and shall be required to furnish the COUNTY with a Certificate of Insurance in accordance with the agreement general conditions. Failure to furnish this information may be grounds for rejection of the bidder's bid proposal. (If no subcontractors are proposed, state "None" on first line below.)

Name and Address of Subcontractor	Scope of Work/Phase(s)	License #
1.		
_		
2.		
-		
3.		
0.		
4.		
5.		
0.		
Signature and Date		
Title/Company		
(Finance Form 94-017)		



NOTICE OF BID

The County of Gadsden, Florida is accepting sealed bid proposals for Bid No. 20-09; Roof Replacement at the William A. McGill Library. Sealed bid proposals must be received on or before Friday, **April 17, 2020 at 10:00, AM, EST** at the address below. **Any bid proposal received after the designated closing time will be returned unopened.**

Gadsden County
Management Services Department
5-B E. Jefferson Street, Room 204
Quincy, Florida 32351

All bid proposals shall be submitted in duplicate (one original and one copy) in sealed envelopes/packages addressed to the Purchasing Director and marked "BID NO. 20-09; Roof Replacement at the William A. McGill Library". Bidders desiring bid requirements for use in preparing a bid proposal may obtain the documents from the Management Services Department, or by printing a PDF file from the County Website at www.gadsdengov.net.

The County reserves the right to accept or reject any and all bid proposals and to waive any technicalities or irregularities therein. The County further reserves the right to award the agreement to that bidder whose bid proposal best complies with the bid specifications. Bidders may withdraw their bid proposals by notifying the County in writing at any time prior to the deadline for bid proposal submittal. After the deadline, the bid proposal will constitute an irrevocable offer, for a period of sixty (60) days. Once opened, bid proposals become a record of the County and will not be returned to the bidders.

STATEMENT OF NON-RESPONSE BID NO. 20-09

If you are not submitting a bid proposal on this service/commodity, please complete and return this form to: County of Gadsden Purchasing Division, 5-B E. Jefferson Street, Quincy, Florida 32351 or by FAX (850) 875-7243. Failure to respond or submit a non-response three times may result in deletion of vendor's name from the County of Gadsden vendor list database.

COMPANY NAME:			
ADDRESS:			
SIGNATURE:			
We, the above signed have declined to submit a reasons:	a bid proposal on the above because of the following		
Insufficient time to respond.	We do not offer this product/service or equivalent		
Our product schedule would not permit us to perform	Please remove our name from the County's Vendor database for the above commodity.		
Other (specify below)	for the above continuity.		
REMARKS:			
NON-RESPONSE	MAY BE FAXED TO (850) 875-7243		